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1 LATHAM & WATKINS LLP
Kenneth M. Fitzgerald (Bar No. 142505)
2 Email: Kenneth.Fitzgerald@lw.com
Robert S. Huie (Bar No. 237374)
3 Email: Robert.Huie@lw.com
600 West Broadway, Suite 1800
4 San Diego, California 92101-3375
Telephone: 1.619.236.1234
5 Facsimile: 1.619.696.7419

6 Attorneys for Defendants
WorldWater & Solar Technologies Corp. and
7 Quentin T. Kelly

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 THOMAS ANDERSON,

12 Plaintiff,

13 v.

14 WORLDWATER & SOLAR
15 TECHNOLOGIES CORP., a Delaware
corporation, formerly known as
16 WORLDWATER & POWER CORP., a
Delaware corporation; QUENTIN T. KELLY,
17 an individual; and DOES 1 through 20,
inclusive,

18 Defendants.
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CV 07 CASE NO. 6372
NOTICE OF REMOVAL OF ACTION
UNDER 28 U.S.C. § 1441(b)
(DIVERSITY)

E-filing

EMC

1 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

2 PLEASE TAKE NOTICE that defendants WorldWater & Solar Technologies
3 Corp. ("WorldWater") and Quentin T. Kelly ("Kelly") (collectively, "Defendants") hereby
4 remove to this Court the state court action described below.

5 1. On November 2, 2007, plaintiff Thomas Anderson ("Plaintiff")
6 commenced an action in the Superior Court of the State of California in and for the County of
7 Marin, entitled Anderson v. WorldWater & Solar Technologies Corp. et al., Case No. CV075201
8 (the "Marin County Action").

9 2. A true and correct copy of the complaint in the Marin County Action is
10 attached hereto as Exhibit A.

11 3. True and correct copies of the Civil Case Cover Sheet, Summons, and
12 Notice of Case Management Conference, which together with the complaint comprise all
13 process, pleadings, and orders served in this action, are attached hereto as Exhibit B.

14 **JURISDICTION**

15 4. The Marin County Action is a civil action of which this Court has original
16 jurisdiction under 28 U.S.C. § 1332, in that it is a civil action between citizens of different states
17 and the matter in controversy exceeds the sum of \$75,000, exclusive of costs and interest. The
18 Marin County Action may be removed to this Court by Defendants pursuant to the provisions of
19 28 U.S.C. § 1441(b).

20 5. On information and belief, Plaintiff was at the time of filing the Marin
21 County Action, and still is, a domiciliary and citizen of the State of California.

22 6. Defendant WorldWater was at the time of the filing of the Marin County
23 Action, and still is, a Delaware corporation with its principal place of business in New Jersey.

24 7. Defendant Kelly was at the time of the filing of the Marin County Action,
25 and still is, a domiciliary and citizen of the State of New Jersey.

26 8. The complaint also names as defendants "DOES 1 through 20." Pursuant
27 to 28 U.S.C. § 1441(a), the citizenship of defendants sued under fictitious names is disregarded
28 for purposes of removal.

9. The amount in controversy exceeds \$75,000, exclusive of interest or costs. Plaintiff's complaint alleges that pursuant to an agreement in which he was to provide services to WorldWater, he was to receive certain stock options, and that Defendants refused to honor that agreement. Plaintiff alleges that, if permitted to exercise the stock options, he would have been able to sell the resulting shares for a total of at least \$450,000, and in exercising the options would have paid only \$34,920. Complaint ¶ 25. Plaintiff therefore alleges that Defendants' refusal of stock options "has cost Anderson \$415,080 in compensation to which he was entitled pursuant to the Letter Agreement." Complaint ¶ 25. Accordingly, Plaintiff's complaint repeatedly alleges consequential damages in at least the amount of \$415,080, under various legal theories. Complaint ¶¶ 25, 30, 35, 43, 51, 52, 60, 67, 75, 79, 85.

10. Under 28 U.S.C. § 1446(b), the filing of a complaint which states grounds for removability within its four corners begins a 30-day clock in which a defendant may file a notice of removal. See, e.g., Lovern v. Gen. Motors Corp., 121 F.3d 160, 162 (4th Cir. 1997) (stating that "the grounds for removal must appear on the face of the initial pleading in order for the 30-day clock then to begin to run"). Defendants have not yet been served with any pleading that on its face discloses a removable action. Plaintiff's complaint contains no allegations stating the citizenship or principal place of business of defendant WorldWater. Nor does Plaintiff allege the citizenship or domicile of Plaintiff, or of defendant Kelly. See William W. Schwarzer, et al., Cal. Practice Guide: Fed. Civ. Proc. Before Trial § 2:913 (2007) ("Grounds for removal may not appear on the face of the state court complaint. State pleading rules rarely require allegations as to the parties' citizenship . . ."). These jurisdictional facts are not furnished by Plaintiff's complaint, but are instead furnished by this Notice of Removal.

11. As required by 28 U.S.C. § 1446(b), this Notice of Removal is filed within one year of commencement of the Marin County Action.

12. On the date of this Notice of Removal, notification of this removal is being served on Plaintiff's attorney of record.

13. On the date of this Notice of Removal, notification of this removal is also being filed in the Marin County Action.

1 14. A true and correct copy of such notification, to be served on Plaintiff's
2 counsel and filed in the Marin County Action, is attached hereto as Exhibit C.

3 WHEREFORE, the above action now pending in the Superior Court of the State
4 of California, County of Marin, Case No. CV075201, is removed from said state court to this
5 Court, and Defendants pray that this Court proceed in this action pursuant to 28 U.S.C. § 1447,
6 as if this action had been originally filed in this Court, and that further proceedings in the Marin
7 County action be stayed in all respects.

8
9 Dated: December 17, 2007

Respectfully submitted,

10 LATHAM & WATKINS LLP
11 Kenneth M. Fitzgerald
12 Robert S. Huie

13 By Rh
14 Robert S. Huie
15 Attorneys for Defendants
16 WorldWater & Solar Technologies Corp.
17 and Quentin T. Kelly
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EXHIBIT A

1 Robert O. Whyte (SBN 130021)
2 Cristina M. Cinco (SBN 197224)
3 Christina A. Dondero (SBN 230616)
4 NIESAR & WHYTE LLP
5 90 New Montgomery Street, 9th Floor
6 San Francisco, California 94105
7 Telephone: (415) 882-5300
8 Facsimile: (415) 882-5400

9 Attorneys for Plaintiff
10 Thomas Anderson

FILED

NOV 02 2007

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: C. Larson, Deputy

11 SUPERIOR COURT OF CALIFORNIA

12 COUNTY OF MARIN

13 UNLIMITED JURISDICTION

14 THOMAS ANDERSON,

15 Plaintiff,

16 v.

17 WORLDWATER & SOLAR
18 TECHNOLOGIES CORP., a Delaware
19 corporation, formerly known as
20 WORLDWATER & POWER CORP., a
21 Delaware corporation; QUENTIN T. KELLY,
22 an individual; and DOES 1 through 20,
23 inclusive,

24 Defendants.

No. CV075201

COMPLAINT FOR DAMAGES

25 GENERAL ALLEGATIONS

26 Plaintiff Thomas Anderson (hereinafter referred to as "Anderson") alleges as follows:

27 1. Anderson is, and at all times herein mentioned was, an individual residing in the
28 County of Marin, State of California.

29 2. Anderson is informed and believes and on that basis alleges that defendant
30 WorldWater & Solar Technologies Corp. formerly known as WorldWater & Power Corp.
31 (hereinafter referred to as "WorldWater") is, and at all times relevant was, organized and existing
32 under the laws of the State of Delaware and doing business in California and in the County of
33 Marin.

COMPLAINT FOR DAMAGES

1 3. Anderson is informed and believes and on that basis alleges that defendant Quentin T.
2 Kelly (hereinafter "Kelly") is an individual residing in the State of New Jersey. Anderson is
3 informed and believes and thereon alleges that Kelly was, and at all relevant times herein
4 mentioned is, the Chairman and CEO of WorldWater.

5 4. Anderson is not presently aware of the true names and capacities of defendants sued
6 herein as Does 1 through 20, inclusive. When the true names and capacities of the Doe
7 defendants are ascertained, Anderson will amend this complaint to allege and include that
8 information.

9 5. Anderson is informed and believes, and on that basis alleges, that each of the
10 defendants was or is the agent, representative, co-conspirator and/or employee of each other
11 defendants and, in doing the things alleged in this complaint, was acting within the normal
12 course and scope of that relationship. Anderson is further informed and believes, and on that
13 basis alleges, that each of the defendants ratified each of the acts of each other defendant
14 complained of herein. As a result of such relationship or otherwise, each of the defendants was
15 and is responsible in some manner for the occurrences and damages described in this complaint.

16 **COMMENCEMENT OF PARTIES' RELATIONSHIP**

17 6. Anderson is informed and believes, and on that basis alleges, that WorldWater is, and
18 at all relevant times herein mentioned was, among other things, an international solar
19 engineering and water management company using high-powered solar technology to provide
20 solutions to problems consistent with water supply and energy demands.

21 7. In or about the end of 2001, then Executive Vice President of WorldWater, Dr.
22 Anand Rangarajan (hereinafter "Rangarajan") contacted Anderson expressing an interest in
23 having Anderson work with and assist WorldWater in locating and/or obtaining financing for
24 certain projects using WorldWater's solar powered water pump system known as Aquamax
25 (hereinafter "Aquamax"). Aquamax was, and is, designed to power large off-grid water pumps.
26 Rangarajan then introduced Anderson to Kelly telephonically in order to further those
27 discussions.

28 8. Thereafter in or about the end of 2001, Kelly introduced Anderson to WorldWater's

1 then Regional Sales Manager Tom O'Brien (hereinafter "O'Brien"), so that Anderson could
2 accompany O'Brien on certain outside "sales calls" on behalf of WorldWater, which efforts
3 occurred from January 2002 to April 2002. No sales contracts materialized despite O'Brien and
4 Anderson's joint efforts.

5 9. Thereafter, in response to Kelly's request to have Anderson assist WorldWater in
6 finding and closing sales of Aquamax, Anderson introduced WorldWater to a family-owned
7 farm in the San Joaquin Valley by the name of D.T. Locke Ranch. In or about mid-2002,
8 Anderson sold Aquamax to D.T. Locke Ranch, the first ever such sale by WorldWater in the
9 West Coast and the largest system of its kind ever sold at that time. WorldWater's revenue from
10 this sale was approximately \$300,000. Anderson also completed the financing for the D.T.
11 Locke Ranch project.

12 10. Thereafter in or about the end of 2002, Anderson assisted WorldWater in closing a
13 sale of Aquamax to Lehr Brothers, Inc. and the Joshua Basin Water District. Lehr Brothers, Inc.
14 operates a food processing facility near Bakersfield, CA, and the Joshua Basin Water District is a
15 public agency in Joshua Tree, CA. The sale to Lehr Brothers, Inc. resulted in \$900,000 in
16 revenue to WorldWater. Although Anderson assisted in closing the sale on the Joshua Basin
17 deal, which would have meant a \$4.5 million revenue to WorldWater, Joshua Basin cancelled the
18 deal through no fault of Anderson.

19 11. Anderson subsequently arranged the January 2003 Unified Wine & Grape
20 Symposium in Sacramento on WorldWater's behalf. It was at this location that Anderson and
21 Kelly, on behalf of WorldWater, finalized the details of Anderson's agreement with WorldWater
22 regarding work Anderson was to perform on behalf of WorldWater.

23 THE LETTER AGREEMENT

24 12. On or about February 5, 2003 in the City of Mill Valley, Marin County, California,
25 Anderson and WorldWater memorialized their agreement in writing and entered into a certain
26 Letter Agreement (hereinafter referred to as "Letter Agreement") wherein Worldwater and
27 Anderson agreed that Anderson would represent WorldWater in marketing Aquamax to what is
28 commonly known as the "winery industry" throughout the State of California. A true and correct

1 copy of the Letter Agreement is attached hereto as Exhibit A and incorporated herein by this
2 reference.

3 13. Pursuant to the Letter Agreement, Anderson was to receive as compensation, among
4 other things, stock options to purchase shares of WorldWater common stock (the "Stock") as
5 follows:

- 6 a. For the year 2003: Options to purchase 60,000 shares at \$0.15 per share
7 b. For the year 2004: Options to purchase 60,000 shares at \$0.132 per share
8 c. For the year 2005: Options to purchase 60,000 shares at \$0.30 per share.

9 The above-described stock options are sometimes referred to herein collectively as the "Options."

10 **WORLDWATER TREATS ANDERSON AS A WORLDWATER EMPLOYEE**

11 14. In order to facilitate Anderson's sales efforts, Anderson received business cards
12 from WorldWater in or around April, 2003 identifying him as WorldWater's Northern California
13 Sales Representative. Furthermore, WorldWater listed Anderson as WorldWater's Northern
14 California Sales Representative on WorldWater's website in or around the same time.

15 15. Moreover, in July 2003, Anderson was listed as the WorldWater contact for the
16 wine industry in an article in a monthly industry magazine known as Wines and Vines.

17 16. Approximately one year later in or around 2004, WorldWater listed Anderson in
18 the Wines and Vines Directory/Buyer's Guide as its contact for WorldWater during the 2004
19 Unified Wine & Grape Symposium trade show.

20 **ANDERSON HAS PERFORMED HIS OBLIGATIONS PURSUANT TO**
21 **THE LETTER AGREEMENT**

22 17. Anderson continued to perform his duties throughout 2003 pursuant to the Letter
23 Agreement with WorldWater, including Anderson's efforts to arrange to have an Aquamax
24 demonstration set up at Kendall Jackson Winery, and Anderson's visits to numerous wineries
25 throughout Northern California on WorldWater's behalf.

26 18. In or around June 2003, WorldWater instructed Anderson to place all prospective
27 sales on hold due to a Pacific Gas & Electric rebate shortage, which rebates were intended for use
28 by WorldWater customers in order to obtain a 50% cost discount toward the purchase of

1 Aquamax.

2 19. In or around 2004, Anderson spent at least 100 hours attending weekly inside
3 conference calls with WorldWater representatives as well as attending an all-day sales planning
4 meeting on or about October 7, 2004 in Foster City, California, to discuss sales prospects.
5 Anderson also conducted several site visits to Middletown Ranch, an 800-acre agricultural and
6 cattle ranch in Middletown, California, which was WorldWater's best prospect for a sale in
7 Northern California that year.

8 20. In or about May 2004, WorldWater again advised Anderson to place all sales on
9 hold due to another Pacific Gas & Electric rebate shortage.

10 21. Notwithstanding Anderson's proven track record of locating sales leads, closing
11 deals, arranging for financing, and organizing trade shows in order to fulfill his obligations,
12 WorldWater has failed and refused, and continues to fail and refuse, to honor and abide by its
13 promises and representations related to the Options pursuant to the Letter Agreement.

14 **ANDERSON DEMANDS OPTIONS AGREEMENT DOCUMENTS**

15 22. Beginning in April 2003, after several calls from Anderson regarding the status of
16 his Stock pursuant to the Letter Agreement, WorldWater's then Chief Financial Officer Terri Lyn
17 Harris repeatedly reassured Anderson that WorldWater was working on issuing him the Stock,
18 while WorldWater's then Vice President of Operations Chris Sherring (hereinafter "Sherring")
19 advised Anderson "not to worry."

20 23. Commencing in or about September 2005 and continuing up to and through March
21 2006, Anderson made oral and written demand upon WorldWater for the paperwork necessary to
22 exercise the Options, however, WorldWater has failed, and continues to fail, to provide Anderson
23 with the necessary paperwork to exercise the Options, and WorldWater has failed, and continues
24 to fail, to allow Anderson to complete the process to exercise the Options, thereby precluding
25 Anderson from completing his exercise of the Options. At no time has WorldWater disavowed
26 its obligations to Anderson under the Letter Agreement, including, its obligations to permit
27 Anderson the right to exercise the Options.

28 24. On or about February 7, 2006, WorldWater employee Marie Dursin (hereinafter

1 "Dursin") advised Anderson that the Options that were due and owing to him pursuant to the
2 Letter Agreement were not listed in WorldWater's records. In spite of Anderson's efforts to
3 obtain and then exercise the Options pursuant to the Letter Agreement, WorldWater merely gave
4 him the "runaround" as to who at WorldWater could effectively deal with his inquiries. Kelly
5 was not responding to Anderson's inquiries. By way of example:

6 a. Dursin advised Anderson to direct his inquiries related to the Options to either
7 Kelly, Sherring, or James S. Farrin (hereinafter "Farrin"), WorldWater's interim President in
8 2006.

9 b. After Anderson contacted Sherring, the latter advised Anderson to speak with
10 Farrin on or about February 14, 2006.

11 c. After contacting Farrin later in February, 2006, both Farrin and Sherring advised
12 Anderson that only Kelly had the authority to deal with the Options.

13 25. From the time WorldWater and Anderson entered into the Letter Agreement, the
14 Stock has traded as high as \$2.515 per share. Had WorldWater honored its obligations pursuant
15 to the Letter Agreement and allowed Anderson to exercise the Options, Anderson would have
16 been able to effect a sale thereof at or about \$2.50 per share or for a total of at least \$450,000.
17 Furthermore, had WorldWater allowed Anderson to exercise the Options, the total purchase price
18 that Anderson would pay in exercising the Options would be \$34,920. Consequently,
19 WorldWater's refusal and failure to provide Anderson with the necessary paperwork to exercise
20 the Options, allow Anderson to complete the process of exercising the Options, and thereby
21 complete his exercise of the Options and subsequent sale of the Stock issuable upon such exercise
22 has cost Anderson \$415,080 in compensation to which he was entitled pursuant to the Letter
23 Agreement.

24 **FIRST CAUSE OF ACTION**
25 **(Breach of Contract – Against WorldWater)**

26 26. Anderson alleges and incorporates herein by reference Paragraphs 1 through 25
27 inclusive, of the complaint as though fully set forth herein.
28

3 28. Anderson duly performed all conditions, covenants, and promises required to be
4 performed on his part in accordance with the terms and conditions of the Letter Agreement, save
5 and except for those obligations that have been excused or waived by WorldWater and Does 1-
6 20's joint and several acts and/or omissions. More specifically and among other things, Anderson
7 went on certain outside sales calls and numerous site visits, closed and financed WorldWater's
8 first sale in the West Coast and sold the largest system of its kind ever to be sold at that time,
9 assisted in closing other sales, and arranged trade shows and demonstrations on behalf of
10 WorldWater and in furtherance of his obligations pursuant to the Letter Agreement.

11 29. Anderson is informed and believes, and on that basis alleges, that WorldWater and
12 Does 1-20, and each of them, breached the Letter Agreement by, among other things, failing and
13 refusing to provide Anderson with the necessary paperwork to exercise the Options, and failing
14 and refusing to allow Anderson to complete his exercise of the Options, thereby precluding
15 Anderson from completing his exercise of the Options.

30. As a proximate and legal result of the contractual breach by WorldWater and Does
1-20, and each of them, Anderson has suffered damages in an amount to be proven at trial, but
believed to be at least \$415,080 together with accrued and unpaid interest thereon at the legal
rate. Anderson will seek leave to amend this complaint to allege the precise amount of such
damage when the same has been ascertained.

21 WHEREFORE, Anderson prays for relief as hereinafter set forth.

WHEREFORE, Anderson prays for relief as hereinafter set forth.

SECOND CAUSE OF ACTION
(Breach of the Implied Covenant of Good Faith and Fair Dealing – Against WorldWater)

24 31. Anderson alleges and incorporates herein by reference Paragraphs 1 through 30
25 inclusive, of the complaint as though fully set forth herein.

26 32. Implied in the Letter Agreement is a covenant of good faith and fair dealing
27 wherein WorldWater and Does 1-20, and each of them, agreed that no one would do any acts that
28 would have the effect of frustrating or preventing any party's enjoyment of the benefits of

1 exercising the Options as reflected in the Letter Agreement.

2 33. WorldWater and Does 1-20, and each of them, breached the covenant of good faith
3 and fair dealing by, among other things, failing and refusing to allow Anderson to exercise the
4 Options by failing and refusing to provide the necessary paperwork to exercise the Options and
5 failing and refusing to allow Anderson to complete his exercise of the Options.

6 34. WorldWater and Does 1-20, and each of them, were in a superior position to
7 Anderson by, among other things, its possession of the Stock and the paperwork Anderson
8 needed in order to exercise the Options. Anderson was particularly vulnerable in that Anderson
9 placed substantial trust in the representations made to him by said defendants when entering into
10 the Letter Agreement with said defendants, who persuaded him that he had, and would have, the
11 right to exercise stock options to purchase shares of WorldWater common stock as follows:

- 12 a. For the year 2003: Options to purchase 60,000 shares at \$0.15 per share
13 b. For the year 2004: Options to purchase 60,000 shares at \$0.132 per share
14 c. For the year 2005: Options to purchase 60,000 shares at \$0.30 per share.

15 35. As a direct and proximate result of WorldWater and Does 1-20's, and each of their
16 breach of the covenant of good faith and fair dealing, Anderson has suffered damages in an
17 amount to be proven at trial, but believed to be at least \$415,080 together with accrued and
18 unpaid interest thereon at the legal rate. Anderson will seek leave to amend this complaint to
19 allege the precise amount of such damage when the same has been ascertained.

20 WHEREFORE, Anderson prays for relief as hereinafter set forth.

21 **THIRD CAUSE OF ACTION**
22 **(Fraud -Concealment and Suppression – Against All Defendants)**

23 36. Anderson alleges and incorporates herein by reference Paragraphs 1 through 35
24 inclusive, of the complaint as though fully set forth herein.

25 37. At the time Anderson executed the Letter Agreement, WorldWater, Kelly, and
26 Does 1-20 and each of them, represented that Anderson had, and would have, the right to exercise
27 stock options to purchase shares of WorldWater common stock as follows:

- 28 a. For the year 2003: Options to purchase 60,000 shares at \$0.15 per share

1 b. For the year 2004: Options to purchase 60,000 shares at \$0.132 per share

2 c. For the year 2005: Options to purchase 60,000 shares at \$0.30 per share.

3 38. Anderson reasonably relied upon WorldWater, Kelly, and Does 1-20's and each of
4 their representation that Anderson had, and would have, the right to exercise the Options. Among
5 other things, said defendants repeatedly reassured Anderson that they were working on issuing
6 the Stock to him pursuant to the Letter Agreement, held Anderson out to be a WorldWater
7 representative by providing him with business cards and listing him as a contact for WorldWater
8 on WorldWater's website, at trade shows, and on trade publications, included Anderson in sales
9 meetings and conference calls to discuss sales prospects, and encouraged Anderson to locate sales
10 leads, close deals, arrange for financing, and organize trade shows and demonstrations on
11 WorldWater's behalf.

12 39. At the time of entering into the Letter Agreement, WorldWater, Kelly, and Does 1-
13 20 falsely and fraudulently represented to Anderson that Anderson had, and would have, the right
14 to exercise the Options. In addition, said defendants concealed and suppressed from Anderson
15 their secret intention of refusing to allow Anderson to exercise the Options.

16 40. WorldWater, Kelly, and Does 1-20, and each of them committed acts of fraud by,
17 among other things, inducing Anderson to enter into the Letter Agreement with the secret
18 intention of later disavowing that Anderson had, and would have, the right to exercise the
19 Options, thereby depriving Anderson of his rightful ownership interest in the Stock and his right
20 to exercise the Options. These secret intentions of said defendants and each of them, were
21 concealed and suppressed from Anderson.

22 41. At the time of WorldWater, Kelly, and Does 1-20's and each of their secret
23 intentions of concealment and suppression of facts from Anderson, Anderson did not know the
24 same. Had Anderson known the true facts, he would not have entered into the Letter Agreement
25 with said defendants and would not have rendered any performance thereunder. Anderson's
26 reliance on said defendants' false representations was reasonable and justified in that said
27 defendants represented that Anderson had, and would have, the right to exercise the Options.

28 42. As a direct and proximate result of WorldWater, Kelly, and Does 1-20 and each of

1 their misrepresentations, Anderson has suffered damages in an amount to be proven at trial, but
2 believed to be in excess of the jurisdictional minimum of the Court together with accrued and
3 unpaid interest thereon at the legal rate. Anderson will seek leave to amend this complaint to
4 allege the precise amount of such damage when the same has been ascertained.

5 43. As a direct and proximate result of WorldWater, Kelly, and Does 1-20's
6 concealment and suppression, Anderson has suffered damages in an amount to be proven at trial,
7 but believed to be at least \$415,080 together with accrued and unpaid interest thereon at the legal
8 rate. Anderson will seek leave to amend this complaint to allege the precise amount of such
9 damage when the same has been ascertained.

10 44. The aforementioned acts of WorldWater, Kelly, and Does 1-20 and each of them,
11 were wanton, malicious, and oppressive and were undertaken in conscious disregard of
12 Anderson's rights and justify an award of exemplary and punitive damages.

13 WHEREFORE, Anderson prays for relief as hereinafter set forth.

14 **FOURTH CAUSE OF ACTION**
15 **(Fraud -Intentional Misrepresentation – Against All Defendants)**

16 45. Anderson alleges and incorporates herein by reference Paragraphs 1 through 44
17 inclusive, of the complaint as though fully set forth herein.

18 46. At the time Anderson executed the Letter Agreement, WorldWater, Kelly, and
19 Does 1-20 and each of them, represented that Anderson had, and would have, the right to exercise
20 stock options to purchase shares of WorldWater common stock as follows:

- 21 a. For the year 2003: Options to purchase 60,000 shares at \$0.15 per share
22 b. For the year 2004: Options to purchase 60,000 shares at \$0.132 per share
23 c. For the year 2005: Options to purchase 60,000 shares at \$0.30 per share.

24 47. Anderson reasonably relied upon WorldWater, Kelly, and Does 1-20's and each of
25 their representation that Anderson had, and would have, the right to exercise the Options. Among
26 other things, said defendants repeatedly reassured Anderson that they were working on issuing
27 the Stock to him pursuant to the Letter Agreement, held Anderson out to be a WorldWater
28 representative by providing him with business cards and listing him as a contact for WorldWater

1 on WorldWater's website, at trade shows, and on trade publications, included Anderson in sales
2 meetings and conference calls to discuss sales prospects, and encouraged Anderson to locate sales
3 leads, close deals, arrange for financing, and organize trade shows and demonstrations on
4 WorldWater's behalf.

5 48. At the time WorldWater, Kelly, and Does 1-20 and each of them made the
6 representation to Anderson that Anderson had, and would have, the right to exercise the Options,
7 said defendants had no reasonable ground for believing the representation to be true in that they
8 had no intention of allowing Anderson to exercise the Options.

9 49. WorldWater, Kelly, and Does 1-20, and each of them committed acts of fraud by,
10 among other things, inducing Anderson to enter into the Letter Agreement and act in reliance on
11 these representations in the manner hereafter alleged, or with the expectation that Anderson
12 would so act. Anderson was not aware at the time these representations were made by said
13 defendants that they were false.

14 50. WorldWater, Kelly, and Does 1-20 committed acts of fraud by, among other
15 things, failing and refusing to allow Anderson to exercise the Options by failing and refusing to
16 provide Anderson with the necessary paperwork to exercise the Options, and failing and refusing
17 to allow Anderson to complete his exercise of the Options, thereby precluding Anderson from
18 exercising the Options.

19 51. As a direct and proximate result of WorldWater, Kelly, and Does 1-20's
20 misrepresentations, Anderson has suffered damages in an amount to be proven at trial, but
21 believed to be at least \$415,080 together with accrued and unpaid interest thereon at the legal
22 rate. Anderson will seek leave to amend this complaint to allege the precise amount of such
23 damage when the same has been ascertained.

24 52. As a direct and proximate result of WorldWater, Kelly, and Does 1-20's
25 concealment and suppression, Anderson has suffered damages in an amount to be proven at trial,
26 but believed to be at least \$415,080 together with accrued and unpaid interest thereon at the legal
27 rate. Anderson will seek leave to amend this complaint to allege the precise amount of such
28 damage when the same has been ascertained.

53. The aforementioned acts of WorldWater, Kelly, and Does 1-20 and each of them, were wanton, malicious, and oppressive and were undertaken in conscious disregard of Anderson's rights and justify an award of exemplary and punitive damages.

WHEREFORE, Anderson prays for relief as hereinafter set forth.

FIFTH CAUSE OF ACTION
(Fraud -False Promise – Against All Defendants)

54. Anderson alleges and incorporates herein by reference Paragraphs 1 through 53 inclusive, of the complaint as though fully set forth herein.

55. At the time Anderson executed the Letter Agreement, WorldWater, Kelly, and Does 1-20 and each of them, represented that Anderson had, and would have, the right to exercise stock options to purchase shares of WorldWater common stock as follows:

- a. For the year 2003: Options to purchase 60,000 shares at \$0.15 per share
- b. For the year 2004: Options to purchase 60,000 shares at \$0.132 per share
- c. For the year 2005: Options to purchase 60,000 shares at \$0.30 per share.

56. Anderson reasonably relied upon WorldWater, Kelly, and Does 1-20's and each of their representation that Anderson had, and would have, the right to exercise the Options. Among other things, said defendants repeatedly reassured Anderson that they were working on issuing the Stock to him pursuant to the Letter Agreement, held Anderson out to be a WorldWater representative by providing him with business cards and listing him as a contact for WorldWater on WorldWater's website, at trade shows, and on trade publications, included Anderson in sales meetings and conference calls to discuss sales prospects, and encouraged Anderson to locate sales leads, close deals, arrange for financing, and organize trade shows and demonstrations on WorldWater's behalf.

57. At the time WorldWater, Kelly, and Does 1-20 made this representation, said defendants had no reasonable ground for believing the representation to be true in that said defendants had no intention of allowing Anderson to exercise the Options.

58. WorldWater, Kelly, and Does 1-20 made this representation with the intention of inducing Anderson to act in reliance on this representation in the manner hereafter alleged, or

1 with the expectation that Anderson would so act. Anderson was not aware at the time this
2 representation was made by said defendants that the representation was false.

3 59. WorldWater, Kelly, and Does 1-20 committed acts of fraud by, among other
4 things, failing and refusing to allow Anderson to exercise the Options by failing and refusing to
5 provide Anderson with the necessary paperwork to exercise the Options, and failing and refusing
6 to allow Anderson to complete his exercise of the Options, thereby precluding Anderson from
7 exercising the Options.

8 60. As a direct and proximate result of WorldWide, Kelly, and Does 1-20's
9 misrepresentation, Anderson has suffered damages in an amount to be proven at trial, but
10 believed to be at least \$415,080 together with accrued and unpaid interest thereon at the legal
11 rate. Anderson will seek leave to amend this complaint to allege the precise amount of such
12 damage when the same has been ascertained.

13 61. The aforementioned acts of WorldWater, Kelly, and Does 1-20 and each of them,
14 were wanton, malicious, and oppressive and were undertaken in conscious disregard of
15 Anderson's rights and justify an award of exemplary and punitive damages.

16 WHEREFORE, Anderson prays for relief as hereinafter set forth.

17 **SIXTH CAUSE OF ACTION**
18 **(Negligent Misrepresentation – Against All Defendants)**

19 62. Anderson alleges and incorporates herein by reference Paragraphs 1 through 61
20 inclusive, of the complaint as though fully set forth herein.

21 63. At the time Anderson executed the Letter Agreement, WorldWater, Kelly, and
22 Does 1-20 and each of them, represented that Anderson had, and would have, the right to exercise
23 stock options to purchase shares of WorldWater common stock as follows:

- 24 a. For the year 2003: Options to purchase 60,000 shares at \$0.15 per share
25 b. For the year 2004: Options to purchase 60,000 shares at \$0.132 per share
26 c. For the year 2005: Options to purchase 60,000 shares at \$0.30 per share.

27 64. Anderson reasonably relied upon WorldWater, Kelly, and Does 1-20's and each of
28 their representation that Anderson had, and would have, the right to exercise the Options. Among

1 other things, said defendants repeatedly reassured Anderson that they were working on issuing
2 the Stock to him pursuant to the Letter Agreement, held Anderson out to be a WorldWater
3 representative by providing him with business cards and listing him as a contact for WorldWater
4 on WorldWater's website, at trade shows, and on trade publications, included Anderson in sales
5 meetings and conference calls to discuss sales prospects, and encouraged Anderson to locate sales
6 leads, close deals, arrange for financing, and organize trade shows and demonstrations on
7 WorldWater's behalf.

8 65. At the time WorldWater, Kelly, and Does 1-20 made this representation, said
9 defendants knew or should have known that said representation was false in that said defendants
10 had no intention of allowing Anderson to exercise the Options.

11 66. As a proximate result of WorldWater, Kelly, and Does 1-20's misrepresentation,
12 Anderson was induced to act in reliance on this misrepresentation in the manner hereafter alleged,
13 or with the expectation that Anderson would so act.

14 67. As a direct and proximate result of WorldWater, Kelly, and Does 1-20's
15 misrepresentations, Anderson has suffered damages in an amount to be proven at trial, but
16 believed to be at least \$415,080 together with accrued and unpaid interest thereon at the legal
17 rate. Anderson will seek leave to amend this complaint to allege the precise amount of such
18 damage when the same has been ascertained.

19 WHEREFORE, Anderson prays for relief as hereinafter set forth.

20 **SEVENTH CAUSE OF ACTION**

21 **(Material Misrepresentation in Securities Transaction – Against Defendant WorldWater)**

22 68. Anderson alleges and incorporates herein by reference Paragraphs 1 through 67
23 inclusive, of the complaint as though fully set forth herein..

24 69. Pursuant to the Letter Agreement, Anderson was to receive as compensation,
25 among other things, stock options to purchase shares of WorldWater common stock as follows:

- 26 a. For the year 2003: Options to purchase 60,000 shares at \$0.15 per share
27 b. For the year 2004: Options to purchase 60,000 shares at \$0.132 per share
28 c. For the year 2005: Options to purchase 60,000 shares at \$0.30 per share.

1 Commencing in or about September 2005 and continuing up to and through March 2006,
2 Anderson made oral and written demand upon WorldWater, Kelly, and Does 1-20 for the
3 paperwork and for guidance on the process necessary to exercise the Options, however, said
4 defendants have refused and failed, and continues to refuse and fail, to allow Anderson to
5 exercise the Options and subsequently complete and/or effect a sale. Furthermore, said
6 defendants have never disavowed their obligations to Anderson under the Letter Agreement,
7 including, their obligations with respect to the Options. Moreover, said defendants' prior
8 representation that Anderson would be compensated in the form of Stock Options was apparently
9 maintained, but subsequently proved to be false as a result of said defendants' failure, omission,
10 and material wrongdoing as herein alleged.

11 70. Additionally, when said defendants entered into and executed the Letter
12 Agreement, they did not intend to abide by their promise and representation that Anderson had,
13 and would have, the right to exercise stock options to purchase shares of WorldWater common
14 stock. Had said defendants intended to honor and abide by their representations under the Letter
15 Agreement when they entered into said agreement, WorldWater would have sought qualification
16 of the Options pursuant to California Corporations Code Section 25110 of the Corporate
17 Securities Law of 1968, which provides:

18 It is unlawful for any person to offer or sell in this state any security in an issuer
19 transaction ..., unless such sale has been qualified under Section 25111, 25112 or
20 25113 ... or unless such security or transaction is exempted or not subject to
qualification under Chapter 1 (commencing with 25110) of this part.

21 "Security" is defined as an "option, or privilege on any security" under California Corporations
22 Code Section 25019 of the Corporate Securities Law of 1968. WorldWater has failed to comply
23 with the qualifications requirement under Section 25110 with respect to the Options.

24 71. Furthermore, the grant of the Options was not exempt from the qualification
25 requirement. Among the conditions that must be met in order that the Options be exempt from
26 qualification under Section 25110, California Corporations Code Section 25102(o) of the
27 Corporate Securities Law of 1968 requires that "the issuer file[] a notice of transaction in
28 accordance with rules adopted by the commissioner no later than 30 days after the initial issuance

1 of any security under that plan, accompanied by a filing fee as prescribed by subdivision (y) of
2 Section 25608." WorldWater failed to comply with the notice requirement in order for the
3 Options to be exempt from the qualification requirement of Section 25110. Such failure with the
4 qualifications or notice requirement demonstrates WorldWater's lack of intent to abide by its
5 representations and obligations under the Letter Agreement when it entered into said agreement
6 with respect to the Options.

7 72. Anderson is informed and believes and thereon alleges that in or about 2003, 2004,
8 and 2005, Anderson had, and would have, the right to exercise the stock options to purchase
9 shares of WorldWater common stock as follows:

- 10 a. For the year 2003: Options to purchase 60,000 shares at \$0.15 per share
11 b. For the year 2004: Options to purchase 60,000 shares at \$0.132 per share
12 c. For the year 2005: Options to purchase 60,000 shares at \$0.32 per share.

13 However, in spite of numerous written and verbal requests by Anderson for paperwork and
14 instructions on exercising the Options, WorldWater, Kelly, and Does 1-20 has refused and failed,
15 and continues to refuse and fail, to respond to Anderson's requests and otherwise prevented
16 Anderson from exercising the Options by refusing and failing to provide Anderson with the
17 necessary paperwork and refusing and failing to allow Anderson to complete the process in his
18 exercise of the Options.

19 73. Anderson is further informed and thereon alleges that had WorldWater, Kelly, and
20 Does 1-20 honored and performed their obligations under the Letter Agreement, Anderson would
21 have been able to sell his 180,000 shares of Stock at or about the trading price per share of the
22 Stock on the over the counter BB Exchange at the time he would effect the sale of such shares.

23 74. As a result of WorldWater, Kelly, and Does 1-20's material misrepresentation as
24 alleged herein, said defendants are liable to Anderson, who is entitled, in lieu of rescission, to sue
25 for damages as calculated at the value of the Stock on the over the counter BB Exchange as a
26 result of said defendants' failure and refusal to allow Anderson to exercise the Options and
27 subsequently effect a sale.

28 75. The value of the securities that Anderson would receive upon exercise of all of the

Options is manifested by the price per share of the Stock in over the counter BB Exchange trading reports. Had WorldWater, Kelly, and Does 1-20 honored and performed their obligations under the Letter Agreement, Anderson would have been able to sell his 180,000 shares of Stock at the price per share value of the Stock on the over the counter BB Exchange, and in that regard, Anderson has suffered damages in an amount to be proven at trial, but believed to be at least \$415,080 together with accrued and unpaid interest thereon at the legal rate. Anderson will seek leave to amend this complaint to allege the precise amount of such damage when the same has been ascertained.

WHEREFORE, Anderson prays for relief as hereinafter set forth.

EIGHTH CAUSE OF ACTION
(Joint and Several Liability of Management Principals – Against Defendant Kelly)

76. Anderson alleges and incorporates herein by reference Paragraphs 1 through 75 inclusive, of the complaint as though fully set forth herein.

77. As alleged at paragraph 13, pursuant to the Letter Agreement, Anderson was to receive as compensation, among other things, stock options to purchase shares of WorldWater common stock as follows:

- a. For the year 2003: Options to purchase 60,000 shares at \$0.15 per share
- b. For the year 2004: Options to purchase 60,000 shares at \$0.132 per share
- c. For the year 2005: Options to purchase 60,000 shares at \$0.30 per share.

78. Kelly was, at the time of the acts alleged herein, a principal member in the management of WorldWater in that Kelly was the Chairman and CEO of WorldWater, who materially aided in the material misrepresentations described more particularly at paragraphs 69-75, which constituted the securities transaction violations hereinafter complained of, in that, among other things, despite Kelly receiving numerous written and verbal requests by Anderson for paperwork and instructions on exercising the Options, Kelly, as Chairman and CEO of WorldWater, has refused and failed, and continues to refuse and fail, to respond to Anderson's requests and otherwise prevented Anderson from exercising the Options by refusing and failing to provide Anderson with the necessary paperwork and refusing and failing to allow Anderson to

1 complete the process in his exercise of the Options.

2 79. The value of the securities that Anderson would receive upon exercise of all of the
3 Options is manifested by the price per share of the Stock in over the counter BB Exchange trading
4 reports. Had WorldWater, Kelly, and Does 1-20 honored and performed their obligations under
5 the Letter Agreement, Anderson would have been able to sell his 180,000 shares of Stock at the
6 price per share value of the Stock on the over the counter BB Exchange, and in that regard,
7 Anderson has suffered damages in an amount to be proven at trial, but believed to be at least
8 \$415,080 together with accrued and unpaid interest thereon at the legal rate. Anderson will seek
9 leave to amend this complaint to allege the precise amount of such damage when the same has
10 been ascertained.

11 WHEREFORE, Anderson prays for relief as hereinafter set forth.

12 **NINTH CAUSE OF ACTION**

13 **(Joint and Several Liability of Materially Assisting Person – Against Defendant Kelly)**

14 80. Anderson alleges and incorporates herein by reference Paragraphs 1 through 79
15 inclusive, of the complaint as though fully set forth herein.

16 81. Pursuant to the Letter Agreement, Anderson was to receive as compensation,
17 among other things, stock options to purchase shares of WorldWater common stock as follows:

- 18 a. For the year 2003: Options to purchase 60,000 shares at \$0.15 per share
19 b. For the year 2004: Options to purchase 60,000 shares at \$0.132 per share
20 c. For the year 2005: Options to purchase 60,000 shares at \$0.30 per share.

21 82. Defendant Kelly is, and at all times herein mentioned was, the Chairman and CEO
22 of WorldWater.

23 83. At the time of the acts alleged herein at paragraphs 69-75 and 77-79, and in spite
24 of numerous requests by Anderson for paperwork and instructions on exercising the Options,
25 Kelly materially assisted in representing and promising to Anderson that Anderson had, and
26 would have, the right to exercise the Options and subsequently complete and/or effect a sale.
27 Moreover, Kelly materially assisted in refusing and failing, and continuing to refuse and fail, to
28

1 allow Anderson to exercise the Options and subsequently complete and/or effect a sale.

2 84. Defendant Kelly acted with intent to deceive or defraud.

3 85. The value of the securities that Anderson would receive upon exercise of all of the
4 Options is manifested by the price per share of the Stock in over the counter BB Exchange trading
5 reports. Had WorldWater, Kelly, and Does 1-20 honored and performed their obligations under
6 the Letter Agreement, Anderson would have been able to sell his 180,000 shares of Stock at the
7 price per share value of the Stock on the over the counter BB Exchange, and in that regard,
8 Anderson has suffered damages in an amount to be proven at trial, but believed to be at least
9 \$415,080 together with accrued and unpaid interest thereon at the legal rate. Anderson will seek
10 leave to amend this complaint to allege the precise amount of such damage when the same has
11 been ascertained.

12 WHEREFORE, Anderson prays for judgment against WorldWater, Kelly, and Does 1
13 through 20, inclusive, as set forth below:

14 **PRAYER**

15 1. On the First Cause of Action Against WorldWater:

- 16 a. Damages in the principal sum to be determined at the time of trial but in a sum no less
17 than \$415,080 or such other amount that is determined to be in excess of the
18 jurisdictional minimum of the Court;
19 b. Interest thereon at the legal rate from the date of breach, until paid;

20 2. On the Second Cause of Action Against WorldWater:

- 21 a. Damages in the principal sum to be determined at the time of trial but in a sum no less
22 than \$415,080 or such other amount that is determined to be in excess of the
23 jurisdictional minimum of the Court;
24 b. Interest thereon at the legal rate from the date of breach, until paid;

3. On the Third, Fourth, and Fifth Causes of Action Against All Defendants:

- a. Damages in the principal sum to be determined at the time of trial but in a sum no less than \$415,080 or such other amount that is determined to be in excess of the jurisdictional minimum of the Court; and
- b. Punitive damages in an amount to be determined at the time of trial;
- c. For attorneys' fees as an item of damage pursuant to the *Tort of Another Doctrine*;

4. On the Sixth Cause of Action Against All Defendants:

- a. Damages in the principal sum to be determined at the time of trial but in a sum no less than \$415,080 or such other amount that is determined to be in excess of the jurisdictional minimum of the Court;
- b. For attorneys' fees as an item of damage pursuant to the *Tort of Another Doctrine*;

5. On the Seventh Cause of Action Against WorldWater:

Damages in the amount equal to the difference between:

- a. the amount Anderson could have received upon sale of the securities, plus interest at the legal rate; and
- b. the price of the securities Anderson would have paid upon exercise of all the Options;
- c. For attorneys' fees as an item of damage pursuant to the *Tort of Another Doctrine*;

6. On the Eighth and Ninth Causes of Action Against Kelly:

Damages in the amount equal to the difference between:

- a. the amount Anderson could have received upon sale of the securities, plus interest at the legal rate; and
- b. the price of the securities Anderson would have paid upon exercise of all the Options;
- c. For attorneys' fees as an item of damage pursuant to the *Tort of Another Doctrine*;

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1 7. On All Causes of Action against all Defendants:

- 2 a. For costs of suit and expenses incurred herein; and
3 b. For such other and further relief as the Court may deem just and proper.
4

5 DATED: November 1, 2007

NIESAR & WHYTE LLP

6
7 By: Cristina M. Cinco
8 Cristina M. Cinco
9 Attorneys for Plaintiff
10 Thomas Anderson
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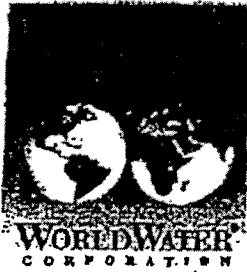
EXHIBIT A

Oct 30 07 09:36a

Cristina M. Cinco

410-620-1210

p.2



- Solar Water Pumps
- Solar Electrical Systems
- Water Management

*Powered by the sun and
WorldWater technology*

February 5, 2003

Mr. Thomas Anderson

301 Sycamore Ave.

Mill Valley, CA 94941

Dear Tom:

This will confirm our Agreement and understanding that, effective January 1, 2003, you will represent WorldWater Corp. (WWC or the Company) in marketing the Company's products to the winery industry (the Market) throughout the State of California (the Territory).

Your responsibilities will include all aspects of opening and, in conjunction with WWC authorization and support, following through and closing the sale to your Market. As consideration for a successful sale, you will be paid according to the following formula:

1. A commission of 1% (one per cent) of the gross sale price received in good funds by WWC, paid within 15 days of receipt of those funds, up to a sale price of \$5 million; $\frac{3}{4}$ % (three quarters of one per cent) above \$5 million up to a sale price of \$10 million; $\frac{1}{2}$ % (one-half of one per cent) above \$10 million up to \$25 million; $\frac{1}{4}$ % (one-quarter of one per cent) above \$25 million.

If, however, your participation in the sale is limited to an introduction or referral and does not include closing the transaction, as judged by the California sales manager's office and WWC headquarters, your commission will be half of the above percentages.

2. Stock Options of 60,000 per year, vested at 5,000 per month as long as your representative status remains with the Company, with annual consideration of increases by the Company Compensation Committee. Stock Options will be granted in accordance with the WWC 1999 Stock Option Plan, which plan currently calls for an exercise price of \$0.15 (fifteen cents) per share of common stock of the Company (WWAT.OB OTC BB), with the market price on each anniversary date thereafter determining the exercise price of future grants.
3. Reimbursement of all reasonable and customary expenses incurred by you on Worldwater business.
4. Bonuses will be considered at the end of each year based on the profits achieved by your sector.

Oct 30 07 09:36a

Christina M. Cinco

410-020-1210

p.3


Term of this Agreement is 3 (three) years, with automatic extensions on mutual agreement of the parties. This Agreement may be terminated by either party upon 60 days written notice, but any sale started by you but not concluded will be considered your sale for a period of 12 months after cessation of your representation, in which case you will be paid a commission of $\frac{1}{2}$ (one-half) of your normal commission had the sale been closed under your representation. Stock Options cease upon termination.

During and for a period of one year after your representation status with WWC, you agree to keep confidential any and all confidential or non-public Company documents, trade secrets and other information including, but not limited to, patent work, engineering drawings, product designs, R&D results, client lists, pricing strategy, product cost data, proprietary technical information, corporate policies and procedures, and corporate marketing and financial plans and strategies. In the event your representation ceases for any reason, all documents owned by the Company shall be returned to the Company.

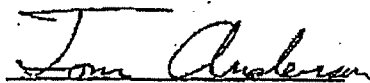
It is understood and agreed that you may assign your stock options earned to whomever you designate. It is also understood and agreed that you may be asked or may volunteer to participate in sales or projects other than those involving your Market, or, because of geographic or other reasons affecting sales in your Market and Territory, you do not start or close a particular sale and WWC or other individuals are required to participate to initiate or conclude the sale, your commissions will be negotiated on an individual basis.

If this represents your understanding of our Agreement, please sign below where designated. WorldWater Corp. welcomes your association.

Yours truly,


Chris Sherting
Director of Operations

Agreed:



Tom Anderson

EXHIBIT B

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ROBERT O. WHYTE (SBN 130021) CRISTINA M. CINCO (SBN 197224) CHRISTINA A. CONDERO (SBN 230616) 90 New Montgomery Street, 9th Floor San Francisco, CA 94105 TELEPHONE NO.: (415) 882-5300 FAX NO.: (415) 882-5400 ATTORNEY FOR (Name): THOMAS ANDERSON		CM-010 RECEIVED MARIN COUNTY SUPERIOR COURT 2007 NOV -2 A 10:15	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIN STREET ADDRESS: MARIN COUNTY - Hall of Justice MAILING ADDRESS: 3501 Civic Center Dr., Rm. 116 CITY AND ZIP CODE: San Rafael, CA 94903 BRANCH NAME:			
CASE NAME: THOMAS ANDERSON v. WORLDWATER & SOLAR TECHNOLOGIES CORP., et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	CASE NUMBER: CV075201 JUDGE: Dwyer DEPT:

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/DPD/W (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DPD/W (23) Non-P/DPD/W (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DPD/W tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Type of remedies sought (check all that apply):
 a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify):
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015).

Date:

ROBERT O. WHYTE (SBN 130021)

(TYPE OR PRINT NAME)

Cristina A. Cinco for

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

WORLDWATER & SOLAR TECHNOLOGIES CORP., a Delaware corporation, formerly known as WORLDWATER & POWER CORP., a Delaware corporation; QUENTIN T. KELLY, an individual and DOES 1 through 20, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

THOMAS ANDERSON

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**FILED**

NOV 02 2007

KIM TURNER, Court Executive Officer
MAREN COUNTY SUPERIOR COURT

By: C. Larson, Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):
Superior Court of California
Hall of Justice - County of Marin
3501 Civic Center Dr., Rm. 116
San Rafael, CA 94903

CASE NUMBER
(Número del Caso):

CV075201

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Robert O. Whyte SBN 130021 (415) 882-5300T (415) 882-5400F
Niesar & Whyte LLP
90 New Montgomery St., 9th Floor KIM TURNER
San Francisco, CA 94105 C. LARSON

DATE: NOV 02 2007

Clerk, by
(Secretario)Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify): WORLDWATER & SOLAR TECHNOLOGIES CORP.

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- 4.
- ☐
- by personal delivery on (date):

Page 1 of 1

DGR - THE SOURCE FOR
LEGAL SUPPORT
47 BLOOMFIELD AVE.
CALDWELL NJ 07006
973-403-1700

Work Order No.: 421992
DATE: 11/05/07

COURT: SUPERIOR COURT OF
CALIFORNIA
CASE #: CV075201
TITLE: ANDERSON VS. WORLDWATER

CLIENT No.: COU04
FIRM: COUNTY LEGAL & NOTARY SERVI
ATTORNEY:
REPRESENTS:
PHONE: 408-295-2700
CONTACT: ROBINA ALVES
FILE No.: ANDERSON VS. WORLDWATER

*** WORK ORDER ***

SERVE: WORLDWATER & SOLAR
TECHNOLOGIES CORP., A DELAWARE CORPORATION, FORMERLY KNOWN
AS WORLDWATER & POWER CORP., A DELAWARE CORPORATION

Work Order No. 421992
SERVER: SHERRIE GIBBLE

HOME: UNKNOWN

BUSINESS NAME:
200 LUDLOW DR.

PHONE:

PHONE: EWING NJ 08638

AGENT:

TITLE:

DOCUMENTS:

SUMMONS & COMPLAINT
THOMAS ANDERSON,
WORLDWATER & SOLAR TECHNOLOGIES CORP.,

WITNESS FEES \$

SPECIAL INSTRUCTIONS: RUSH. PLEASE ATTEMPT THIS TODAY, 11/05 ON
QUENTIN T. KELLY PERSONALLY OR ON AN OFFICER
OR MANAGER OR ANYONE AUTHORIZED TO ACCEPT

HEARING
DATE

LAST DATE
TO SUB/SERVE

LAST DATE
TO SERVE 11/05/07

** SERVICE INFORMATION **

Date Served ___/___/___ Time Served ___:___ AM/PM Personal ___ Sub ___ Not Served ___

Served On: Title/Relation: _____

Age ___ HT ___ WT ___ Hair ___ Sex ___ Race ___ Other ___

IS THIS SUBJECT CURRENTLY SERVING IN THE ARMED FORCES? YES NO

IF YES, BRANCH OF MILITARY: _____

Attempts: _____

Date Mailed: _____
Proof Code: _____

Accepted By: *J. Kelly*

Server: _____

Telephone #: _____

DATE: _____

related to WO 421992

Summons

complaint

and case cover sheet (1)

ADR Information Form (1)

Step to use ADR

Notice of Case Mgmt Conf.

Civil Trial Delay

Ex Parte App. for Extension of Time

Case Mgmt Stmt

Notice of *Terms* or Modification of Stay
Notice of *Agreement* or Non-Agreement

RUSH!

RUSH!

RUSH!

FILED

SUPERIOR COURT OF CALIFORNIA
County of Marin
P.O. Box 4988
San Rafael, CA 94913-4988

NOV 02 2007

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: C. Larson, Deputy

PLAINTIFF: Thomas AndersonCASE NO. CV075201

vs.

DEFENDANT: Worldwater & Solar Technologies Corp

NOTICE OF CASE
MANAGEMENT CONFERENCE
(CIVIL)

This case is subject to the Trial Court Delay Reduction Act, Government Code § 68600 et seq., and Civil Rules of the Uniform Local Rules of the Marin County Superior Court (hereafter MCSC - Civil Rules).

Pursuant to CRC 213, this case is assigned to Judge Duryee, Department 6.
This assignment is for all purposes.

MCSC Civil Rule 1.23 and CRC 201.7(b) and 201.9(c) requires that the Summons and Complaint, a copy of this notice, a blank Case Management Conference Statement form, and an ADR information package be served and that Proof of Service be filed within 60 days of the filing date of this Complaint. CRC 201.7(d) requires that defendants file responsive pleadings within 30 days of service, unless the parties stipulate to an extension of not more than 15 days.

1. IT IS ORDERED that the parties/counsel to this action shall:

- a. Comply with the filing and service deadlines in MCSC Civil Rules 1.23 and CRC 201.7, or APPEAR IN PERSON at the Order to Show Cause hearing on the dates set forth below:

Hearing on Failure to File Proof of Service 1 / 16 / 08 9:00 A.M.

Hearing on Failure to Answer 2 / 15 / 08 9:00 A.M.

b. Appear for a Case Management Conference on 3 / 28 / 08 9:00 A.M.

2. Telephonic appearance at Case Management Conference may be available by contacting COURT CALL, an independent vendor, not less than 5 court days before the hearing date. Parties may make arrangements by calling (888) 882-6878. This service is subject to charges by the vendor.
3. You must be familiar with the case and be fully prepared to discuss the suitability of the case for binding or non-binding arbitration, mediation, or neutral case evaluation. **Counsel must discuss ADR options with their clients prior to attending the CMC** and should be prepared to discuss with the court their authority to participate in ADR.
4. Case Management Conference Statements must be filed and served on all parties, including the Court, at least 15 calendar days before the CMC. (A \$49.00 sanction will be charged for late filing of a statement.)

Case Management Statement must be filed by 3 / 13 / 08

5. All Law and Motion matters will be heard on the calendar of the assigned Judge. Tentative Rulings may be obtained by calling (415) 473-7545 from 2:00 p.m. to 4:30 p.m. the court day preceding the scheduled hearing.

EXHIBIT C

1 LATHAM & WATKINS LLP
Kenneth M. Fitzgerald (Bar No. 142505)
2 Robert S. Huie (Bar No. 237374)
600 West Broadway, Suite 1800
3 San Diego, California 92101-3375
Telephone: 1.619.236.1234
4 Facsimile: 1.619.696.7419

5 Attorneys for Defendants
WorldWater & Solar Technologies Corp.
6 and Quentin Kelly

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF MARIN

10
11 THOMAS ANDERSON,
12 Plaintiff,
13 v.

14 WORLDWATER & SOLAR
TECHNOLOGIES CORP., a Delaware
15 corporation, formerly known as
WORLDWATER & POWER CORP., a
16 Delaware Corporation; QUENTIN T.
KELLY, an individual; and DOES 1 through
17 20, inclusive,

18 Defendants.
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CASE NO. CV 075201

Action Filed: November 2, 2007
Assigned To: Hon. Lynn Duryee
Dept.: L


**NOTICE TO ADVERSE PARTY OF
REMOVAL TO FEDERAL COURT**

1 TO PLAINTIFF AND HIS ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that a Notice of Removal of this action was filed in the
3 United States District Court for the Northern District of California on December 17, 2007. A
4 copy of said Notice of Removal is attached to this Notice, and is served and filed herewith.

5
6 Dated: December 17, 2007

7 LATHAM & WATKINS LLP
8 Kenneth M. Fitzgerald
9 Robert S. Huie

10 By 
11 Robert S. Huie
12 Attorneys for Defendants
13 WorldWater & Solar Technologies Corp.
14 and Quentin Kelly